

RESOLUTION NO. R18-960

**A RESOLUTION TO AUTHORIZE PURCHASE OF CERTAIN  
SURVEILLANCE CAMERAS FROM GEORGIA POWER**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to purchase from Georgia Power certain surveillance cameras;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Purchase.** The purchase from Georgia Power of certain surveillance cameras for Gardner Park, Memorial Park, Clark Park/Conference Center, the Water Reclamation Facility and the Maintenance Facility as presented to the City Council on August 28, 2018 in the total amount of \$87,234.72 is hereby approved by the City Council.

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.


**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

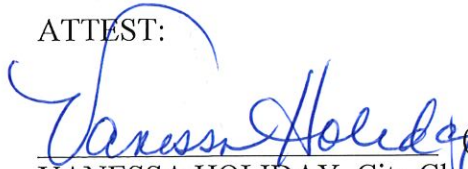
**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

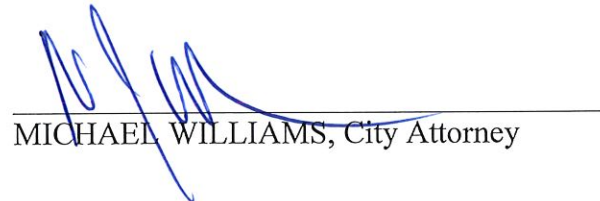
SO RESOLVED this 28<sup>th</sup> day of August, 2018.

  
ANTHONY S. FORD, Mayor

ATTEST:

 (SEAL)  
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

  
MICHAEL WILLIAMS, City Attorney

ADDRESS	LOCATION	# OF CAMERAS	COST PER MONTH	YEARLY COST
415 Flippen Road	Reeves Creek Trail	2	\$420.00	\$5,040.00
111 Davis Road	MMCC	3	\$761.11	\$9,133.32
351 Taylor Drive	Maintenance Facility	4	\$1,016.07	\$12,192.84
100 Stapleton Drive	Treatment Plant	8	\$2,021.92	\$24,263.04
111 Davis Road	Clark Park	4	\$1,014.81	\$12,177.72
268 East Atl. Road	Gardner Park	4	\$1,019.08	\$12,228.96
106 Jennings Way	Memorial Park	4	\$1,016.57	\$12,198.84
<b>TOTALS</b>	<b>7</b>	<b>29</b>	<b>\$7,269.56</b>	<b>\$87,234.72</b>

# Lighting Services Agreement – Surveillance Governmental



Customer Legal Name City of Stockbridge DBA \_\_\_\_\_  
Service Address 100 Stapleton Drive (Water Reclamation Facility) County Henry  
Mailing Address 209 Taylor DR Stockbridge, ga  
Email \_\_\_\_\_ Tel # \_\_\_\_\_ Alt Tel # \_\_\_\_\_  
Tax ID # \_\_\_\_\_ Business Description \_\_\_\_\_  
Existing Customer? Yes ☒ No ☐ If Yes, which Account Number: \_\_\_\_\_

Selected Components			
Action	Qty	Wattage	Description
Ins	8	82	1080p Fixed Cameras

Service Cost (\$)	Regulated Cost (\$) *	Monthly Cost (\$) *
2000	21.92	2021.92

Term (Months)	36
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\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

\*\* The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

## Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content
NESC	Gov	Gen Svc	Cloud Storage

Pre-Payment (\$)	Estimated Taxes (\$) **	Total (\$) **

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature:	<i>Randy Knighton</i>	Signature:	
Print Name:	Randy Knighton	Print Name:	Ezekiel Roberts
Print Title:	City Manager	Print Title:	Account Executive
Date:	August 31, 2018	Date:	

## TERMS and CONDITIONS (Surveillance - Governmental)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide surveillance service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on Page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content ("Content"). The Service does not include any Content monitoring services by GPC.
2. **Content.** See Page 1 to identify which option has been chosen for Content access.
  - a. **Cloud Storage:** The Service does not include any device necessary for receipt of the digital feed. Customer acknowledges that its use of the Service requires Customer to have access to the Internet to use an internet-connected device capable of receiving the digital feed of Content provided by GPC. Customer agrees to keep access to the Content stored in such a way that it is protected by password. Customer is solely responsible for the security of the password Customer uses to access its Content and the activities of all persons whom access the Content.
  - b. **Local Storage:** The Service includes a Local Storage device to be used by the Customer for receipt of the digital feed.
3. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, or property of GPC of any kind. GPC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Service, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "GPC Assets"). Moreover, GPC may remove the GPC Assets upon termination of this Agreement. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
4. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1. GPC may suspend or terminate the Service without advance notice if GPC has reasonable cause to believe the Service is being used for unlawful or unethical purpose. Once Customer receives notice from GPC that the Service has been suspended or terminated for any reason, GPC can be in no way liable for any real or personal property damage or loss or negative impact to Customer that occurs at the Premises.
5. **Legal Compliance.** Customer expressly agrees that Customer is subject to and will comply with all applicable laws and regulations related to Customer's use of the Service and Content, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar laws, and that Customer's use of the Service and Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use the Content and Service, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using the Equipment or Services.

To the extent required by applicable laws, rules, or regulations (whether public or private), Customer agrees to inform any third party that enters the Premises (except individuals who trespass) that the Premises may be monitored and recorded. Customer is solely responsible, and GPC has no liability whatsoever, for all decisions and actions regarding such notice, including the content, mode or means, and placement of the notice, whether through conspicuous visual placement, audible announcement, or otherwise.

Customer is the owner of Customer's Content and is solely responsible for Customer's conduct and the content of the Content and any consequences of accessing, retrieving, or making available such Content. In connection with Content, Customer affirms, represents, and warrants that (1) Customer owns or has the necessary licenses, rights, consents, and permissions to enable use of the Content in the manner contemplated by the Service and this Agreement; and (2) Customer's use or making available of the Content does not and will not (A) infringe, violate, or misappropriate any third-party right, including any legal, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (B) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person, or (C) violate any applicable law or regulation.

Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grant a perpetual license, that GPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that GPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

GPC is not responsible for maintaining the confidentiality, integrity or security (both physical and electronic) of Content, nor is GPC responsible for protecting Content against unauthorized access, disclosure or use.
6. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer acknowledges they will be required to pay any and all costs associated with Customer initiated contract changes to the signed contract during the initial contract term. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
7. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) - (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
8. **Installation.** Customer recognizes GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - a. **Customer Provided Equipment.** GPC may, at its discretion, use Customer Provided Equipment ("CPE") at the Premises including wiring, etc. to provide the Service. GPC is not responsible for the repair or replacement of any CPE. GPC is not responsible for repairing CPE or for any damage CPE may cause to the Service or Equipment. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Service caused by CPE.
  - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 - 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
  - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
9. **Service Functionality.** The GPC Assets access and use certain hardware, application services, components, and embedded software in connection with the Service. The GPC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. GPC grants Customer a license solely to access and use the application services and software of GPC, its vendors, or the applicable software owner as specified in, and permitted by, this Agreement in connection with the Service during the Term of this Agreement and any renewals hereof (collectively, the "Solution"). Customer shall not (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof; (ii) copy any products or software of the Solution, (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution.



10. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
11. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888-655-5888 during normal business hours to report the issue or by emailing [SiteView@southernco.com](mailto:SiteView@southernco.com).
12. **Access to GPC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the GPC Assets. Customer agrees that Customer will not, and Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the GPC Assets. If Customer desires to attach or affix anything to the GPC Assets, Customer must first call GPC Lighting Services at 1-888-655-5888 and obtain GPC's written consent.
13. **Internet/Broadband Connectivity.** As part of the Service, GPC will provide an Internet broadband connection to the camera unless otherwise noted. The Internet connection is not available for any use other than to connect the camera. Customer must have an Internet broadband connection to access the Service. The Service uses Internet bandwidth, the amount of which may vary based upon Customer's use of the Services. GPC is not responsible for any degradation of performance or function of other Internet-connected devices due to Internet bandwidth used by Customer's access of the Services. Customer acknowledges the Service may not function when the Internet connection is not operating or is otherwise unavailable for any reason, including network outages, cable cuts, network maintenance, network congestion, equipment failures, force majeure events, etc. Transmission of wireless signals can be further affected by radio signal strength and availability at Customer's premises. Customer is responsible for immediately notifying GPC of any system failure or malfunction, including a broadband or signal transmission failure. Video and other Internet-dependent components of the Services and transmission of surveillance content to a remote storage site will not function without a functioning Internet connection. Customer must have a separate Internet broadband connection to access the Content.
14. **Disclaimer; Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any GPC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is hereby limited to (i) with respect to Service purchased by Customer to the annual amount paid by Customer for Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no Equipment or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, or the tampering or destruction of the Equipment. GPC is not required to supply the Service to Customer while any such interruption continues. GPC does not guarantee the security of its systems or Equipment and is not responsible if any software code enters Equipment that disrupts, disables or self-limits the software or Equipment. GPC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
15. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.
16. **Agreement Not Insurance Policy.** It is understood and agreed by and between the Parties that:
- GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy.
  - Insurance, if any, will be obtained by the Customer and/or its customers or tenants.
  - Charges by GPC under this Agreement are based solely upon the limited value of the limited Service and are unrelated to the value of the Premises or the property located on the Premises.
  - The amounts payable by the Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Service, or any deficiency, defect, or inadequacy of the Service or due to GPC or its contractors' negligence or failure to perform.
  - Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement.
  - Customer agrees that GPC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Service may be designed to detect.
17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
19. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
20. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

# Lighting Services Agreement – Surveillance Governmental



Customer Legal Name City of Stockbridge DBA \_\_\_\_\_  
 Service Address 111 Davis Rd (3-Merle Manders Conference Center & 4-Clark Park) County Henry  
 Mailing Address 209 Taylor DR Stockbridge, ga  
 Email \_\_\_\_\_ Tel # \_\_\_\_\_ Alt Tel # \_\_\_\_\_  
 Tax ID # \_\_\_\_\_ Business Description \_\_\_\_\_  
 Existing Customer? Yes ☒ No ☐ If Yes, which Account Number: \_\_\_\_\_

Selected Components			
Action	Qty	Wattage	Description
Ins	7	106	1080p Fixed Cameras

Service Cost (\$)	Regulated Cost (\$) *	Monthly Cost (\$) *
1750	25.92	1775.92

Term (Months)	36
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\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

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Type	Customer	Tariff	Content
NESC	Gov	Gen Svc	Cloud Storage

Pre-Payment (\$)	Estimated Taxes (\$) **	Total (\$) **

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature:	<i>Randy Knighton</i>	Signature:	
Print Name:	<i>Randy Knighton</i>	Print Name:	Ezekiel Roberts
Print Title:	<i>City Manager</i>	Print Title:	Account Executive
Date:	<i>August 31, 2018</i>	Date:	

## TERMS and CONDITIONS (Surveillance - Governmental)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide surveillance service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on Page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content ("Content"). The Service does not include any Content monitoring services by GPC.
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Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grant a perpetual license, that GPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that GPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

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7. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) - (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
8. **Installation.** Customer recognizes GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - a. **Customer Provided Equipment.** GPC may, at its discretion, use Customer Provided Equipment ("CPE") at the Premises including wiring, etc. to provide the Service. GPC is not responsible for the repair or replacement of any CPE. GPC is not responsible for repairing CPE or for any damage CPE may cause to the Service or Equipment. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Service caused by CPE.
  - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§26-9-1 - 26-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
  - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
9. **Service Functionality.** The GPC Assets access and use certain hardware, application services, components, and embedded software in connection with the Service. The GPC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. GPC grants Customer a license solely to access and use the application services and software of GPC, its vendors, or the applicable software owner as specified in, and permitted by, this Agreement in connection with the Service during the Term of this Agreement and any renewals hereof (collectively, the "Solution"). Customer shall not (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof; (ii) copy any products or software of the Solution, (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution.



10. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
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12. **Access to GPC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the GPC Assets. Customer agrees that Customer will not, and Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the GPC Assets. If Customer desires to attach or affix anything to the GPC Assets, Customer must first call GPC Lighting Services at 1-888-665-5888 and obtain GPC's written consent.
13. **Internet/Broadband Connectivity.** As part of the Service, GPC will provide an Internet broadband connection to the camera unless otherwise noted. The Internet connection is not available for any use other than to connect the camera. Customer must have an Internet broadband connection to access the Service. The Service uses Internet bandwidth, the amount of which may vary based upon Customer's use of the Services. GPC is not responsible for any degradation of performance or function of other Internet-connected devices due to Internet bandwidth used by Customer's access of the Services. Customer acknowledges the Service may not function when the Internet connection is not operating or is otherwise unavailable for any reason, including network outages, cable cuts, network maintenance, network congestion, equipment failures, force majeure events, etc. Transmission of wireless signals can be further affected by radio signal strength and availability at Customer's premises. Customer is responsible for immediately notifying GPC of any system failure or malfunction, including a broadband or signal transmission failure. Video and other Internet-dependent components of the Services and transmission of surveillance content to a remote storage site will not function without a functioning Internet connection. Customer must have a separate Internet broadband connection to access the Content.
14. **Disclaimer; Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any GPC Activity. Customer waives any right to consequential, special, indirect, trouble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is hereby limited to (i) with respect to Service purchased by Customer to the annual amount paid by Customer for Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no Equipment or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, or the tampering or destruction of the Equipment. GPC is not required to supply the Service to Customer while any such interruption continues. GPC does not guarantee the security of its systems or Equipment and is not responsible if any software code enters Equipment that disrupts, disables or self-limits the software or Equipment. GPC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
15. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.
16. **Agreement Not Insurance Policy.** It is understood and agreed by and between the Parties that:
  - a. GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy.
  - b. Insurance, if any, will be obtained by the Customer and/or its customers or tenants.
  - c. Charges by GPC under this Agreement are based solely upon the limited value of the limited Service and are unrelated to the value of the Premises or the property located on the Premises.
  - d. The amounts payable by the Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Service, or any deficiency, defect, or inadequacy of the Service or due to GPC or its contractors' negligence or failure to perform.
  - e. Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement.
  - f. Customer agrees that GPC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Service may be designed to detect.
17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
19. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
20. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

# Lighting Services Agreement – Surveillance Governmental



Customer Legal Name City of Stockbridge DBA \_\_\_\_\_  
Service Address 106 Jennings Way (Memorial Park) County Henry  
Mailing Address 209 Taylor DR Stockbridge, ga  
Email \_\_\_\_\_ Tel # \_\_\_\_\_ Alt Tel # \_\_\_\_\_  
Tax ID # \_\_\_\_\_ Business Description \_\_\_\_\_  
Existing Customer? Yes ☒ No ☐ If Yes, which Account Number: \_\_\_\_\_

Selected Components			
Action	Qty	Wattage	Description
ins	4	50	1080p Fixed Cameras

Service Cost (\$)	Regulated Cost (\$) *	Monthly Cost (\$) *
1000	16.57	1016.57

Term (Months)	36
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\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

\*\* The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

<b>Project Notes:</b>

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content
NESC	Gov	Gen Svc	Cloud Storage

Pre-Payment (\$)	Estimated Taxes (\$) **	Total (\$) **

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: <u>Randy Knighton</u>	Signature: _____
Print Name: <u>Randy Knighton</u>	Print Name: Ezekiel Roberts
Print Title: <u>City Manager</u>	Print Title: Account Executive
Date: <u>August 31, 2018</u>	Date: _____

## TERMS and CONDITIONS (Surveillance - Governmental)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide surveillance service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on Page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content ("Content"). The Service does not include any Content monitoring services by GPC.
2. **Content.** See Page 1 to identify which option has been chosen for Content access.
  - a. **Cloud Storage:** The Service does not include any device necessary for receipt of the digital feed. Customer acknowledges that its use of the Service requires Customer to have access to the Internet to use an Internet-connected device capable of receiving the digital feed of Content provided by GPC. Customer agrees to keep access to the Content stored in such a way that it is protected by password. Customer is solely responsible for the security of the password Customer uses to access its Content and the activities of all persons whom access the Content.
  - b. **Local Storage:** The Service includes a Local Storage device to be used by the Customer for receipt of the digital feed.
3. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, or property of GPC of any kind. GPC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Service, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "GPC Assets"). Moreover, GPC may remove the GPC Assets upon termination of this Agreement. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
4. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1. GPC may suspend or terminate the Service without advance notice if GPC has reasonable cause to believe the Service is being used for unlawful or unethical purpose. Once Customer receives notice from GPC that the Service has been suspended or terminated for any reason, GPC can be in no way liable for any real or personal property damage or loss or negative impact to Customer that occurs at the Premises.
5. **Legal Compliance.** Customer expressly agrees that Customer is subject to and will comply with all applicable laws and regulations related to Customer's use of the Service and Content, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar laws, and that Customer's use of the Service and Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use the Content and Service, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using the Equipment or Services.

To the extent required by applicable laws, rules, or regulations (whether public or private), Customer agrees to inform any third party that enters the Premises (except individuals who trespass) that the Premises may be monitored and recorded. Customer is solely responsible, and GPC has no liability whatsoever, for all decisions and actions regarding such notice, including the content, mode or means, and placement of the notice, whether through conspicuous visual placement, audible announcement, or otherwise.

Customer is the owner of Customer's Content and is solely responsible for Customer's conduct and the content of the Content and any consequences of accessing, retrieving, or making available such Content. In connection with Content, Customer affirms, represents, and warrants that (1) Customer owns or has the necessary licenses, rights, consents, and permissions to enable use of the Content in the manner contemplated by the Service and this Agreement; and (2) Customer's use or making available of the Content does not and will not (A) infringe, violate, or misappropriate any third-party right, including any legal, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (B) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person, or (C) violate any applicable law or regulation.

Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grant a perpetual license, that GPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that GPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

GPC is not responsible for maintaining the confidentiality, integrity or security (both physical and electronic) of Content, nor is GPC responsible for protecting Content against unauthorized access, disclosure or use.
6. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer acknowledges they will be required to pay any and all costs associated with Customer initiated contract changes to the signed contract during the initial contract term. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
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17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
19. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
20. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



# Lighting Services Agreement – Surveillance Governmental



Customer Legal Name City of Stockbridge DBA \_\_\_\_\_  
 Service Address 268 East Atlanta Rd. (Gardner Park) County Henry  
 Mailing Address 209 Taylor DR Stockbridge, ga  
 Email \_\_\_\_\_ Tel # \_\_\_\_\_ Alt Tel # \_\_\_\_\_  
 Tax ID # \_\_\_\_\_ Business Description \_\_\_\_\_  
 Existing Customer? Yes ☒ No ☐ If Yes, which Account Number: \_\_\_\_\_

Selected Components			
Action	Qty	Wattage	Description
Ins	4	65	1080p Fixed Cameras

Service Cost (\$)	Regulated Cost (\$) *	Monthly Cost (\$) *
1000	19.08	1019.08

Term (Months)	36
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\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

\*\* The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

**Project Notes:**

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Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content
NESC	Gov	Gen Svc	Cloud Storage

Pre-Payment (\$)	Estimated Taxes (\$) **	Total (\$) **

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature:	<i>Randy Knighton</i>	Signature:	
Print Name:	<i>Randy Knighton</i>	Print Name:	Ezekiel Roberts
Print Title:	<i>City Manager</i>	Print Title:	Account Executive
Date:	<i>August 31, 2018</i>	Date:	

## TERMS and CONDITIONS (*Surveillance - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide surveillance service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on Page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content ("Content"). The Service does not include any Content monitoring services by GPC.
2. **Content.** See Page 1 to identify which option has been chosen for Content access.
  - a. **Cloud Storage:** The Service does not include any device necessary for receipt of the digital feed. Customer acknowledges that its use of the Service requires Customer to have access to the Internet to use an Internet-connected device capable of receiving the digital feed of Content provided by GPC. Customer agrees to keep access to the Content stored in such a way that it is protected by password. Customer is solely responsible for the security of the password Customer uses to access its Content and the activities of all persons whom access the Content.
  - b. **Local Storage:** The Service includes a Local Storage device to be used by the Customer for receipt of the digital feed.
3. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, or property of GPC of any kind. GPC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Service, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "GPC Assets"). Moreover, GPC may remove the GPC Assets upon termination of this Agreement. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
4. **Term and Termination.** The Initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1. GPC may suspend or terminate the Service without advance notice if GPC has reasonable cause to believe the Service is being used for unlawful or unethical purpose. Once Customer receives notice from GPC that the Service has been suspended or terminated for any reason, GPC can be in no way liable for any real or personal property damage or loss or negative impact to Customer that occurs at the Premises.
5. **Legal Compliance.** Customer expressly agrees that Customer is subject to and will comply with all applicable laws and regulations related to Customer's use of the Service and Content, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar laws, and that Customer's use of the Service and Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use the Content and Service, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using the Equipment or Services.

To the extent required by applicable laws, rules, or regulations (whether public or private), Customer agrees to inform any third party that enters the Premises (except individuals who trespass) that the Premises may be monitored and recorded. Customer is solely responsible, and GPC has no liability whatsoever, for all decisions and actions regarding such notice, including the content, mode or means, and placement of the notice, whether through conspicuous visual placement, audible announcement, or otherwise.

Customer is the owner of Customer's Content and is solely responsible for Customer's conduct and the content of the Content and any consequences of accessing, retrieving, or making available such Content. In connection with Content, Customer affirms, represents, and warrants that (1) Customer owns or has the necessary licenses, rights, consents, and permissions to enable use of the Content in the manner contemplated by the Service and this Agreement; and (2) Customer's use or making available of the Content does not and will not (A) infringe, violate, or misappropriate any third-party right, including any legal, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (B) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person, or (C) violate any applicable law or regulation.

Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grant a perpetual license, that GPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that GPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

GPC is not responsible for maintaining the confidentiality, integrity or security (both physical and electronic) of Content, nor is GPC responsible for protecting Content against unauthorized access, disclosure or use.
6. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer acknowledges they will be required to pay any and all costs associated with Customer initiated contract changes to the signed contract during the initial contract term. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
7. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) - (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
8. **Installation.** Customer recognizes GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - a. **Customer Provided Equipment.** GPC may, at its discretion, use Customer Provided Equipment ("CPE") at the Premises including wiring, etc. to provide the Service. GPC is not responsible for the repair or replacement of any CPE. GPC is not responsible for repairing CPE or for any damage CPE may cause to the Service or Equipment. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Service caused by CPE.
  - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 - 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
  - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archaeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
9. **Service Functionality.** The GPC Assets access and use certain hardware, application services, components, and embedded software in connection with the Service. The GPC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. GPC grants Customer a license solely to access and use the application services and software of GPC, its vendors, or the applicable software owner as specified in, and permitted by, this Agreement in connection with the Service during the Term of this Agreement and any renewals hereof (collectively, the "Solution"). Customer shall not (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof; (ii) copy any products or software of the Solution, (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution.

10. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
11. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888-655-5888 during normal business hours to report the issue or by emailing [SiteView@southernco.com](mailto:SiteView@southernco.com).
12. **Access to GPC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the GPC Assets. Customer agrees that Customer will not, and Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the GPC Assets. If Customer desires to attach or affix anything to the GPC Assets, Customer must first call GPC Lighting Services at 1-888-655-5888 and obtain GPC's written consent.
13. **Internet/Broadband Connectivity.** As part of the Service, GPC will provide an Internet broadband connection to the camera unless otherwise noted. The Internet connection is not available for any use other than to connect the camera. Customer must have an Internet broadband connection to access the Service. The Service uses Internet bandwidth, the amount of which may vary based upon Customer's use of the Services. GPC is not responsible for any degradation of performance or function of other Internet-connected devices due to Internet bandwidth used by Customer's access of the Services. Customer acknowledges the Service may not function when the Internet connection is not operating or is otherwise unavailable for any reason, including network outages, cable cuts, network maintenance, network congestion, equipment failures, force majeure events, etc. Transmission of wireless signals can be further affected by radio signal strength and availability at Customer's premises. Customer is responsible for immediately notifying GPC of any system failure or malfunction, including a broadband or signal transmission failure. Video and other Internet-dependent components of the Services and transmission of surveillance content to a remote storage site will not function without a functioning Internet connection. Customer must have a separate Internet broadband connection to access the Content.
14. **Disclaimer: Limitation of Liability: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any GPC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is hereby limited to (i) with respect to Service purchased by Customer to the annual amount paid by Customer for Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no Equipment or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, or the tampering or destruction of the Equipment. GPC is not required to supply the Service to Customer while any such interruption continues. GPC does not guarantee the security of its systems or Equipment and is not responsible if any software code enters Equipment that disrupts, disables or self-limits the software or Equipment. GPC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
15. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.
16. **Agreement Not Insurance Policy.** It is understood and agreed by and between the Parties that:
  - a. GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy.
  - b. Insurance, if any, will be obtained by the Customer and/or its customers or tenants.
  - c. Charges by GPC under this Agreement are based solely upon the limited value of the limited Service and are unrelated to the value of the Premises or the property located on the Premises.
  - d. The amounts payable by the Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Service, or any deficiency, defect, or inadequacy of the Service or due to GPC or its contractors' negligence or failure to perform.
  - e. Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement.
  - f. Customer agrees that GPC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Service may be designed to detect.
17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
19. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
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# Lighting Services Agreement – Surveillance Governmental



Customer Legal Name City of Stockbridge DBA \_\_\_\_\_  
 Service Address 351 Taylor Drive (Maintenance Facility) County Henry  
 Mailing Address 209 Taylor DR Stockbridge, ga  
 Email \_\_\_\_\_ Tel # \_\_\_\_\_ Alt Tel # \_\_\_\_\_  
 Tax ID # \_\_\_\_\_ Business Description \_\_\_\_\_  
 Existing Customer? Yes ☒ No ☐ If Yes, which Account Number: \_\_\_\_\_

Selected Components			
Action	Qty	Wattage	Description
ins	4	47	1080p Fixed Cameras

Service Cost (\$)	Regulated Cost (\$) *	Monthly Cost (\$) *
1000	16.07	1016.07

Term (Months)	36
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\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

\*\* The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

<b>Project Notes:</b>

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content
NESC	Gov	Gen Svc	Cloud Storage

Pre-Payment (\$)	Estimated Taxes (\$) **	Total (\$) **

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: <u>Randy Knighton</u>	Signature: _____
Print Name: <u>Randy Knighton</u>	Print Name: Ezekiel Roberts
Print Title: <u>City Manager</u>	Print Title: Account Executive
Date: <u>August 31, 2018</u>	Date: _____



## TERMS and CONDITIONS (Surveillance - Governmental)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide surveillance service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on Page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content ("Content"). The Service does not include any Content monitoring services by GPC.
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4. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1. GPC may suspend or terminate the Service without advance notice if GPC has reasonable cause to believe the Service is being used for unlawful or unethical purpose. Once Customer receives notice from GPC that the Service has been suspended or terminated for any reason, GPC can be in no way liable for any real or personal property damage or loss or negative impact to Customer that occurs at the Premises.
5. **Legal Compliance.** Customer expressly agrees that Customer is subject to and will comply with all applicable laws and regulations related to Customer's use of the Service and Content, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar laws, and that Customer's use of the Service and Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use the Content and Service, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using the Equipment or Services.

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Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grant a perpetual license, that GPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that GPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

GPC is not responsible for maintaining the confidentiality, integrity or security (both physical and electronic) of Content, nor is GPC responsible for protecting Content against unauthorized access, disclosure or use.
6. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer acknowledges they will be required to pay any and all costs associated with Customer initiated contract changes to the signed contract during the initial contract term. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
7. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) - (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
8. **Installation.** Customer recognizes GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - a. **Customer Provided Equipment.** GPC may, at its discretion, use Customer Provided Equipment ("CPE") at the Premises including wiring, etc. to provide the Service. GPC is not responsible for the repair or replacement of any CPE. GPC is not responsible for repairing CPE or for any damage CPE may cause to the Service or Equipment. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Service caused by CPE.
  - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 - 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
  - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
9. **Service Functionality.** The GPC Assets access and use certain hardware, application services, components, and embedded software in connection with the Service. The GPC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. GPC grants Customer a license solely to access and use the application services and software of GPC, its vendors, or the applicable software owner as specified in, and permitted by, this Agreement in connection with the Service during the Term of this Agreement and any renewals hereof (collectively, the "Solution"). Customer shall not (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof; (ii) copy any products or software of the Solution, (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution.

10. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
11. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888-655-5888 during normal business hours to report the issue or by emailing [SiteView@southernco.com](mailto:SiteView@southernco.com).
12. **Access to GPC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the GPC Assets. Customer agrees that Customer will not, and Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the GPC Assets. If Customer desires to attach or affix anything to the GPC Assets, Customer must first call GPC Lighting Services at 1-888-655-5888 and obtain GPC's written consent.
13. **Internet/Broadband Connectivity.** As part of the Service, GPC will provide an Internet broadband connection to the camera unless otherwise noted. The Internet connection is not available for any use other than to connect the camera. Customer must have an Internet broadband connection to access the Service. The Service uses Internet bandwidth, the amount of which may vary based upon Customer's use of the Services. GPC is not responsible for any degradation of performance or function of other Internet-connected devices due to Internet bandwidth used by Customer's access of the Services. Customer acknowledges the Service may not function when the Internet connection is not operating or is otherwise unavailable for any reason, including network outages, cable cuts, network maintenance, network congestion, equipment failures, force majeure events, etc. Transmission of wireless signals can be further affected by radio signal strength and availability at Customer's premises. Customer is responsible for immediately notifying GPC of any system failure or malfunction, including a broadband or signal transmission failure. Video and other Internet-dependent components of the Services and transmission of surveillance content to a remote storage site will not function without a functioning Internet connection. Customer must have a separate Internet broadband connection to access the Content.
14. **Disclaimer: Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any GPC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is hereby limited to (i) with respect to Service purchased by Customer to the annual amount paid by Customer for Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no Equipment or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, or the tampering or destruction of the Equipment. GPC is not required to supply the Service to Customer while any such interruption continues. GPC does not guarantee the security of its systems or Equipment and is not responsible if any software code enters Equipment that disrupts, disables or self-limits the software or Equipment. GPC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
15. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.
16. **Agreement Not Insurance Policy.** It is understood and agreed by and between the Parties that:
  - a. GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy.
  - b. Insurance, if any, will be obtained by the Customer and/or its customers or tenants.
  - c. Charges by GPC under this Agreement are based solely upon the limited value of the limited Service and are unrelated to the value of the Premises or the property located on the Premises.
  - d. The amounts payable by the Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Service, or any deficiency, defect, or inadequacy of the Service or due to GPC or its contractors' negligence or failure to perform.
  - e. Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement.
  - f. Customer agrees that GPC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Service may be designed to detect.
17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
19. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
20. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.